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12 *Attorneys for Plaintiff*

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 JANE DOE, an individual,)
16 Plaintiff,) Case No.: 2:13-CV-02323-APG-PAL
17 vs.)
18 THE LIGHT GROUP, LLC, a Nevada limited)
19 liability company; YSB NIGHTCLUB, LLC d/b/a)
20 Light Nightclub, a Nevada limited liability)
21 company; CLUB JUNGLE MANAGEMENT LLC,)
22 a Nevada limited liability company; CLUB)
23 JUNGLE PERFORMERS LLC, a Nevada limited)
24 liability company; MUSTAFA ABDI aka)
25 MOOSE DIESEL, an individual,)
26 Defendants.)
27)
28)

29 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and for good cause, IT IS
30 HEREBY ORDERED THAT:

31 1. Scope of Protection

32 This Protective Order shall govern any record of information produced in this action and
33 designated pursuant to this Protective Order, including all designated deposition testimony, all
34 designated testimony taken at a hearing or other proceeding, all designated deposition exhibits,
35 interrogatory answers, admissions, documents and other discovery materials, whether produced

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1 informally or in response to interrogatories, requests for admissions, requests for production of
2 documents or other formal methods of discovery.

3 This Protective Order shall also govern any designated record of information produced in
4 this action pursuant to required disclosures under any state procedural rule or local rule of the
5 Court and any supplementary disclosures thereto.

6 This Protective Order shall apply to the parties and to any nonparty from whom discovery
7 may be sought who desires the protection of this Protective Order. Nonparties may challenge the
8 confidentiality of the protected information by filing a motion to intervene and a motion to de-
9 designate.

10 2. Definitions

11 (a) The term PROTECTED INFORMATION shall mean confidential or
12 proprietary technical, scientific, financial, business, health, medical, or personal information
13 designated as such by the producing party.

14 (b) The term CONFIDENTIAL INFORMATION - ATTORNEYS EYES
15 ONLY, shall mean PROTECTED INFORMATION that is so designated by the producing party.
16 The designation CONFIDENTIAL - ATTORNEYS EYES ONLY may be used only for the
17 following types of past, current, or future PROTECTED INFORMATION: (1) sensitive technical
18 information, including current research, development and manufacturing information and patent
19 prosecution information, (2) sensitive business information, including highly sensitive financial or
20 marketing information and the identity of suppliers, distributors and potential or actual customers,
21 (3) competitive technical information, including technical analyses or comparisons of
22 competitor's products, (4) competitive business information, including non-public financial or
23 marketing analyses or comparisons of competitor's products and strategic product planning, (5)
24 private, non-public information including but not limited to personnel records and individual
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1 financial information, or (6) any other PROTECTED INFORMATION the disclosure of which to
 2 non-qualified people subject to this Standard Protective Order the producing party reasonably and
 3 in good faith believes would likely cause harm. The mere fact that a party has designated
 4 materials as "CONFIDENTIAL – ATTORNEYS EYES ONLY" will not inhibit a party's ability
 5 to challenge that designation as provided in Section 8.

6 (c) The term CONFIDENTIAL INFORMATION shall mean all PROTECTED
 7 INFORMATION that is not designated as "CONFIDENTIAL - ATTORNEYS EYES ONLY"
 8 information.

9 (d) The term TECHNICAL ADVISOR shall refer to any person who is not a
 10 party to this action and/or not presently employed by the receiving party or a company affiliated
 11 through common ownership, who has been designated by the receiving party to receive another
 12 party's PROTECTED INFORMATION, including CONFIDENTIAL INFORMATION -
 13 ATTORNEYS EYES ONLY, and CONFIDENTIAL INFORMATION. Each party's
 14 TECHNICAL ADVISORS shall be limited to such person as, in the judgment of that party's
 15 counsel, are reasonably necessary for development and presentation of that party's case. These
 16 persons include outside experts or consultants retained to provide technical or other expert
 17 services such as expert testimony or otherwise assist in trial preparation.

18 3. Disclosure Agreements

19 (a) Each receiving party's TECHNICAL ADVISOR shall sign a disclosure
 20 agreement in the form attached hereto as Exhibit A. Copies of any disclosure agreement in the
 21 form of Exhibit A signed by any person or entity to whom PROTECTED INFORMATION is
 22 disclosed shall be provided to the other party promptly after execution by facsimile and overnight
 23 mail. No disclosures shall be made to a TECHNICAL ADVISOR for a period of five (5) business
 24 days after the disclosure agreement is provided to the other party.

25 (b) Any disclosure agreement executed by any person affiliated with a party

1 shall be provided to any other party who, based upon a good faith belief that there has been a
 2 violation of this order, requests a copy.

3 (c) No party shall attempt to depose any TECHNICAL ADVISOR until such
 4 time as the TECHNICAL ADVISOR is designated by the party engaging the TECHNICAL
 5 ADVISOR as a testifying expert. Notwithstanding the preceding sentence, any party may depose
 6 a TECHNICAL ADVISOR as a fact witness provided that the party seeking such deposition has a
 7 good faith, demonstrable basis independent of the disclosure agreement of Exhibit A or the
 8 information provided under subparagraph (a) above that such person possesses facts relevant to
 9 this action, or facts likely to lead to the discovery of admissible evidence; however, such
 10 deposition, if it precedes the designation of such person by the engaging party as a testifying
 11 expert, shall not include any questions regarding the scope or subject matter of the engagement. In
 12 addition, if the engaging party chooses not to designate the TECHNICAL ADVISOR as a
 13 testifying expert, the non-engaging party shall be barred from seeking discovery or trial testimony
 14 as to the scope or subject matter of the engagement.

15 4. Designation of Information

16 (a) Documents and things produced or furnished during the course of this
 17 action shall be designated as containing CONFIDENTIAL INFORMATION by placing on each
 18 page, each document (whether in paper or electronic form), or each thing a legend substantially as
 19 follows:

20 CONFIDENTIAL INFORMATION

21 (b) Documents and things produced or furnished during the course of this
 22 action shall be designated as containing information which is CONFIDENTIAL INFORMATION
 23 - ATTORNEYS EYES ONLY by placing on each page, each document (whether in paper or
 24 electronic form), or each thing a legend substantially as follows:

25 CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY

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(c) During discovery a producing party shall have the option to require that all or batches of materials be treated as containing CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY during inspection and to make its designation as to particular documents and things at the time copies of documents and things are furnished.

(d) A party may designate information disclosed at a deposition as CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY either before the testimony is recorded, during the deposition as testimony is given, or within 10 days of receipt of the transcript. If a party intends to publicly file portions of the transcript or otherwise make them available to the public before expiration of the 10-day period, the party intending to publicly file or otherwise make available portions of the transcript must, in good faith, notify opposing counsel and request an expedited review of the transcript.

(e) A producing party shall designate its discovery responses, responses to requests for admission, briefs, memoranda and all other papers sent to the court or to opposing counsel as containing CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY when such papers are served or sent.

(f) A party shall designate information disclosed at a hearing or trial as CONFIDENTIAL INFORMATION or as CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY by requesting the court, at the time the information is proffered or adduced, to receive the information only in the presence of those persons designated to receive such information and court personnel, and to designate the transcript appropriately.

(g) A party that receives documents or information which it believes should be designated as CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION – ATTORNEYS EYES ONLY shall notify the other parties of such designation within 10 days of receipt of the subject documents or information. The receiving party shall likewise reproduce the subject documents or information to the other parties pursuant to the procedures set forth herein.

(h) The parties will use reasonable care to avoid designating any documents or information as CONFIDENTIAL INFORMATION or as CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY that is not entitled to such designation or which is generally available to the public. The parties shall designate only that part of a document or deposition that is CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY, rather than the entire document or deposition. For example, if a party claims that a document contains pricing information that is CONFIDENTIAL - ATTORNEYS EYES ONLY, the party will designate only that part of the document setting forth the specific pricing information as ATTORNEYS EYES ONLY, rather than the entire document.

(i) In multi-party cases, Plaintiffs and/or Defendants shall further be able to designate documents as CONFIDENTIAL INFORMATION - NOT TO BE DISCLOSED TO OTHER PLAINTIFFS or CONFIDENTIAL INFORMATION - NOT TO BE DISCLOSED TO OTHER DEFENDANTS for documents that shall not be disclosed to other parties.

5. Disclosure and Use of Confidential Information

Information that has been designated CONFIDENTIAL INFORMATION or as CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY shall be disclosed by the receiving party only to Qualified Recipients. All Qualified Recipients shall hold such information received from the disclosing party in confidence, shall use the information only for purposes of this action and for no other action, and shall not use it for any business or other commercial purpose, and shall not use it for filing or prosecuting any patent application (of any type) or patent reissue or reexamination request, and shall not disclose it to any person, except as hereinafter provided. All information that has been designated CONFIDENTIAL INFORMATION or as CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY shall be carefully maintained so as to preclude access by persons who are not qualified to receive such information under the terms of this Order.

In multi-party cases, documents designated as CONFIDENTIAL INFORMATION - NOT TO BE DISCLOSED TO OTHER PLAINTIFFS or CONFIDENTIAL INFORMATION - NOT TO BE DISCLOSED TO OTHER DEFENDANTS shall not be disclosed to other plaintiffs and/or defendants.

6. Qualified Recipients

For purposes of this Order, "Qualified Recipient" means

(a) For CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY:

(1) Outside counsel of record for the parties in this action, and the partners, associates, secretaries, paralegal assistants, and employees of such counsel to the extent reasonably necessary to render professional services in the action, outside copying services, document management services and graphic services;

(2) The insurer of a party to litigation and employees of such insurer to the extent reasonably necessary to assist the party's counsel to afford the insurer an opportunity to investigate and evaluate the claim for purposes of determining coverage and for settlement purposes;

(3) In-house counsel for a party to this action who are acting in a legal capacity and who are actively engaged in the conduct of this action, and the secretary and paralegal assistants of such counsel to the extent reasonably necessary;

(4) Court officials involved in this action (including court reporters, persons operating video recording equipment at depositions, and any special master appointed by the Court);

(5) Any person designated by the Court in the interest of justice, upon such terms as the Court may deem proper;

(6) Any outside TECHNICAL ADVISOR employed by the outside counsel of record, subject to the requirements in Paragraph 3 above; and

(7) Any witness during the course of discovery, so long as it is stated on the face of each document designated CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY being disclosed that the witness to whom a party is seeking to disclose the document was either an author, recipient, or otherwise involved in the creation of the document. Where it is not stated on the face of the confidential document being disclosed that the witness to whom a party is seeking to disclose the document was either an author, recipient, or otherwise involved in the creation of the document, the party seeking disclosure may nonetheless disclose the confidential document to the witness, provided that: (i) the party seeking disclosure has a reasonable basis for believing that the witness in fact received or reviewed the document, (ii) the party seeking disclosure provides advance notice to the party that produced the document, and (iii) the party that produced the document does not inform the party seeking disclosure that the person to whom the party intends to disclose the document did not in fact receive or review the documents. Nothing herein shall prevent disclosure at a deposition of a document designated CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY to the officers, directors, and managerial level employees of the party producing such CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY, or to any employee of such party who has access to such CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY in the ordinary course of such employee's employment.

(b) FOR CONFIDENTIAL INFORMATION:

(1) Those persons listed in paragraph 6(a);

(2) Parties;

and

(3) Employees of the parties to the extent reasonably necessary to assist a party in establishing their claims or defenses.

1 7. Use of Protected Information

2 (a) In the event that any receiving party's briefs, memoranda, discovery requests,
 3 requests for admission or other papers of any kind which are served or filed shall include another
 4 party's CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION -
 5 ATTORNEYS EYES ONLY, the papers shall be appropriately designated pursuant to paragraphs
 6 4(a) and (b), and shall be treated accordingly.

7 (b) All documents, including attorney notes and abstracts, which contain another
 8 party's CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION -
 9 ATTORNEYS EYES ONLY, shall be handled as if they were designated pursuant to paragraph
 10 4(a) or (b).

12 (c) Documents, papers and transcripts filed with the court which contain any other
 13 party's CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION -
 14 ATTORNEYS EYES ONLY shall be filed in sealed envelopes and labeled accordingly. In the
 15 event a party wishes to file materials which have been designated CONFIDENTIAL
 16 INFORMATION or CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY, the
 17 party must also file an appropriate motion or request with the Court to ensure that the materials
 18 are filed under seal and not available for public view.

20 (d) To the extent that documents are reviewed by a receiving party prior to production,
 21 any knowledge learned during the review process will be treated by the receiving party as
 22 CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY until such time as the
 23 documents have been produced, at which time any stamped classification will control. No
 24 photograph or any other means of duplication, including but not limited to electronic means, of
 25 materials provided for review prior to production is permitted before the documents are produced
 26 with the appropriate stamped classification.

28 (e) In the event that any question is asked at a deposition with respect to which a party

1 asserts that the answer requires the disclosure of CONFIDENTIAL INFORMATION or
 2 CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY, such question shall
 3 nonetheless be answered by the witness fully and completely. Prior to answering, however, all
 4 persons present shall be advised of this Order by the party making the confidentiality assertion
 5 and, in the case of information designated as CONFIDENTIAL INFORMATION -
 6 ATTORNEYS EYES ONLY at the request of such party, all persons who are not allowed to
 7 obtain such information pursuant to this Order, other than the witness, shall leave the room during
 8 the time in which this information is disclosed or discussed.

9
 10 (f) Nothing in this Protective Order shall bar or otherwise restrict outside counsel
 11 from rendering advice to his or her client with respect to this action and, in the course thereof,
 12 from relying in a general way upon his examination of materials designated CONFIDENTIAL
 13 INFORMATION or CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY,
 14 provided, however, that in rendering such advice and in otherwise communicating with his or her
 15 clients, such counsel shall not disclose the specific contents of any materials designated
 16 CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION - ATTORNEYS
 17 EYES ONLY.

18
 19 8. Challenge to Designation

20 (a) Any receiving party may challenge a producing party's designation at any
 21 time. A failure of any party to expressly challenge a claim of confidentiality or any document
 22 designation shall not constitute a waiver of the right to assert at any subsequent time that the same
 23 is not in-fact confidential or not an appropriate designation for any reason. The foregoing
 24 notwithstanding, any challenge to the designation of a document must be made twenty-one (21)
 25 days before trial commences.

26
 27 (b) Notwithstanding anything set forth in paragraph 2(a) and (b) herein, any
 28 receiving party may disagree with the designation of any information received from the producing

1 party as CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION -
 2 ATTORNEYS EYES ONLY. In that case, any receiving party desiring to disclose or to permit
 3 inspection of the same otherwise than is permitted in this Order, may request the producing party
 4 in writing to change the designation, stating the reasons in that request. The producing party shall
 5 then have five (5) business days from the date of receipt of the notification to:

- 6 (i) advise the receiving parties whether or not it persists in such
 7 designation; and
 8 (ii) if it persists in the designation, to explain the reason for the
 9 particular designation.

10 (c) The parties shall then meet and confer within ten (10) business days. If
 11 after meeting and conferring in good faith, the parties are unable to agree upon the designation of
 12 the information, and the producing party declines to de-designate the designated information, the
 13 producing party may move the court for a protective order or any other order to maintain the
 14 designation. The burden of proving that the designation is proper shall be upon the producing
 15 party in accordance with Fed. R. Civ. P. 26(c) or other applicable law. If no such motion is made
 16 within ten (10) business days of the date on which the parties meet and confer regarding the
 17 challenged information, the information will be de-designated to the category requested by the
 18 receiving party. In the event objections are made and not resolved informally and a motion is
 19 filed, disclosure of information shall not be made until the issue has been resolved by the Court
 20 (or to any limited extent upon which the parties may agree).

21 No party shall be obligated to challenge the propriety of any designation when made, and
 22 failure to do so shall not preclude a subsequent challenge to the propriety of such designation.

23 (d) With respect to requests and applications to remove or change a designation,
 24 information shall not be considered confidential or proprietary to the producing party if:

- 25 (i) the information in question has become available to the public

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1 through no violation of this Order; or

2 (ii) the information was known to any receiving party prior to its receipt
3 from the producing party; or
4 (iii) the information was received by any receiving party without
5 restrictions on disclosure from a third party having the right to make
6 such a disclosure.

7 9. Limitation

8 This Order shall be without prejudice to any party's right to assert at any time that any
9 particular information or document is or is not subject to discovery, production or admissibility on
10 the grounds other than confidentiality.

11 12. Production by Third Parties Pursuant to Subpoena

13 Any third party producing documents or things or giving testimony in this action pursuant
14 to a subpoena, notice or request may designate said documents, things, or testimony as
15 CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION - ATTORNEYS
16 EYES ONLY. The parties agree that they will treat CONFIDENTIAL INFORMATION or
17 CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY produced by third parties
18 according to the terms of this Order.

19 20. Termination of Action

21 Upon the termination of this Action, any party in receipt of materials which have been
22 designated CONFIDENTIAL INFORMATION or CONFIDENTIAL INFORMATION -
23 ATTORNEYS EYES ONLY shall return said materials to the party who produced them and
24 destroy any copies. Trial counsel may maintain a copy, but may not disseminate it in any manner.
25 To the extent any summaries or descriptions of said materials may remain, the party in receipt of
26 the designated materials shall continue to comply with the terms of this Order.

1 12. Jurisdiction to Enforce Standard Protective Order

2 After the termination of this action, the Court will continue to have jurisdiction to enforce
3 this Order.

4 13. Modification of Standard Protective Order

5 This Order is without prejudice to the right of any person or entity to seek a modification
6 of this Order at any time either through stipulation or Order of the Court.

7 14. Confidentiality of Party's own Documents

8 Nothing herein shall affect the right of the designating party to disclose to its officers,
9 directors, employees, attorneys, consultants or experts, or to any other person, its own
10 information. Such disclosure shall not waive the protections of this Standard Protective Order and
11 shall not entitle other parties or their attorneys to disclose such information in violation of it,
12 unless by such disclosure of the designating party the information becomes public knowledge.
13 Similarly, the Standard Protective Order shall not preclude a party from showing its own
14 information, including its own information that is filed under seal by a party, to its officers,
15 directors, employees, attorneys, consultants or experts, or to any other person.

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1 Respectfully submitted on this 6th day of June, 2014
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3 CAMPBELL & WILLIAMS
4

5 FISHER & PHILLIPS LLP
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7 By /s/ Philip R. Erwin
8

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8 *Attorneys for Defendant Mustafa Abdi*
9

10 ORDER
11

12 IT IS SO ORDERED.
13

14 Dated this 11th day of June, 2014.
15

16 
17 Peggy A. Leen
18 United States Magistrate Judge
19

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EXHIBIT A TO STIPULATED PROTECTIVE ORDER

CERTIFICATE OF KNOWLEDGE OF AND COMPLIANCE WITH PROTECTIVE ORDER

1. I am familiar with and agree to be bound by the terms of the Stipulated Protective Order in the litigation styled *Doe v. The Light Group LLC et al.*, Case No.: 2:13-CV-02323-APG-PAL.

2. I will only make such copies of or notes concerning documents designated "CONFIDENTIAL INFORMATION" or "CONFIDENTIAL INFORMATION - ATTORNEYS EYES ONLY" as are necessary to enable me to render the assistance required in connection with this litigation.

3. I will not reveal the contents of “Protected Information” to any unauthorized person.

4. I will not use "Protected Information" material for any purpose other than the prosecution or defense of claims in this action.

Dated: _____

By: _____

Name: _____

(Printed Name)